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Attorneys for Defendant
 FITBIT, INC.

UNITED STATES DISTRICT COURT
 NORTHERN DISTRICT OF CALIFORNIA

KATE MCLELLAN, TERESA BLACK,
 DAVID URBAN, ROB DUNN, RACHEL
 SAITO, TODD RUBINSTEIN, RHONDA
 CALLAN, JAMES SCHORR, and BRUCE
 MORGAN, Individually and on Behalf of All
 Others Similarly Situated,

Plaintiffs,

v.

FITBIT, INC.,

Defendant.

Case No. 16-cv-00036-JD

**DECLARATION OF GLORIA LEE IN
 SUPPORT OF DEFENDANT FITBIT,
 INC.'S RESPONSE TO PLAINTIFFS'
 STATEMENT ON THE STATUS OF
 ARBITRATION PROCEEDINGS**

Date: N/A
 Time: N/A
 Ctrm: 11, 19th Floor

The Honorable James Donato

Date Action Filed: May 8, 2015

JUDITH LANDERS, LISA MARIE BURKE,
 and JOHN MOLENSTRA, Individually and on
 Behalf of All Others Similarly Situated,

Plaintiffs,

v.

FITBIT, INC.,

Defendant.

Case No. 16-cv-00777-JD

1 I, Gloria Lee, hereby declare as follows:

2 1. I am Associate General Counsel at Fitbit, Inc. (“Fitbit”), the defendant in the
3 above-captioned action. I submit this Declaration in Support of Fitbit’s Response to Plaintiffs’
4 Statement on the Status of Arbitration Proceedings. The statements made in this Declaration are
5 based on my personal knowledge, and I could and would so testify if called as a witness in this
6 matter.

7 2. On April 3, 2018, Fitbit’s outside counsel, Morrison & Foerster LLP, received a
8 demand for arbitration submitted on behalf of Plaintiff Kate McLellan, against Fitbit. I reviewed
9 Ms. McLellan’s arbitration demand, which listed, *inter alia*, “\$161.94” as the “Dollar Amount of
10 Claim.”

11 3. On May 3, 2018, Fitbit made a written offer to Ms. McLellan in the hopes of
12 resolving her claim. Fitbit offered: (1) a full refund of the amount Ms. McLellan claims she paid
13 for her Fitbit device, a Charge HR; (2) presumed punitive damages; and (3) reasonable attorneys’
14 fees and costs. In total, Fitbit offered to pay Ms. McLellan \$2,814.75 to resolve her claims, in
15 addition to retention of her device.

16 4. In Fitbit’s view, the offer was in keeping with Fitbit’s commitment to informal
17 resolution, as set forth in the “Dispute Resolution” section of Fitbit’s Terms of Use, and provided
18 full relief that exceeded what Mr. McLellan could reasonably expect, even from a “best-case
19 scenario” arbitration award. Through its offer, Fitbit never intended to moot Ms. McLellan’s
20 claim. And in communicating its offer, and Ms. McLellan’s rejection, to the American
21 Arbitration Association (“AAA”), Fitbit did not intend, or seek to, terminate Ms. McLellan’s
22 proceeding. Rather, Fitbit hoped that the AAA would provide guidance as to how to proceed in
23 under the circumstances.

1 I declare under penalty of perjury under the laws of the United States that the foregoing is
2 true and correct. Executed this 27th day of June, 2018, in Bangkok, Thailand.

3 DocuSigned by:
4 *Gloria Lee*
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6 Gloria Lee
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